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Attorneys for Defendant CITY OF GUADALUPE

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CARLOS H. LIMON, NORMA
BRIBIESCA, JULIO CARRILLO,
SALVADOR CURIEL,
ALEJANDRO ESTRADA,
STEVEN IWASKO, CIAN
LENEHAN, ALEJANDRO
MARIN, FRANK MEDINA,
JOANA MENDOSA, HEATH
MILLER, MARIA NEGRANTI,
EFRAIN ISAAC OSEGUERA,
ISRAEL REYES, AND ROSANNE
TESORO,

Plaintiffs,

v.

CITY OF GUADALUPE, and
DOES 1 THROUGH 10, inclusive,

Defendants.

Case No.: 2:18-cv-04122-CBM-E

Complaint Filed: May 16, 2018

**DEFENDANT CITY OF
GUADALUPE'S ANSWER TO
COMPLAINT FOR DAMAGES**

Defendant CITY OF GUADALUPE ("Defendant City") answers and
responds to the Complaint alleging violations of the Fair Labor Standards Act
("Complaint") filed by Plaintiff CARLOS H. LIMON, et al. as follows:

JURISDICTION

1. Answering paragraph 1 of the Complaint, Defendant City admits that
the Court has subject matter jurisdiction over the action pursuant to 28 U.S.C.

1 sections 1331 and 1343(a)(3) [erroneously stated as section 1343(3) in the
 2 Complaint], as the controversy is alleged to arise under “the Constitution, laws or
 3 treatises of the United States.” Defendant City admits that Plaintiffs allege this
 4 claim arises under the Fair Labor Standards Act of 1938, 29 U.S.C. sections 201 et
 5 seq. (“FLSA”).

6 VENUE

7 2. Answering paragraph 2 of the Complaint, Defendant City admits that
 8 venue is proper in the Central District of California pursuant to 28 U.S.C. section
 9 1391(b) because of the acts, events, or omissions allegedly giving rise to the claim
 10 occurred in this District.

11 PARTIES

12 3. Answering paragraph 3 of the Complaint, Defendant City admits that
 13 Plaintiffs CARLOS H. LIMON, NORMA BRIBIESCA, JULIO CARRILLO,
 14 SALVADOR CURIEL, ALEJANDRO ESTRADA, STEVEN IWASKO, CIAN
 15 LENEHAN, ALEJANDRO MARIN, FRANK MEDINA, JOANA MENDOSA,
 16 HEATH MILLER, MARIA NEGRANTI, EFRAIN ISAAC OSEGUERA, ISRAEL
 17 REYES, AND ROSANNE TESORO are or were employed by Defendant City.
 18 Except as expressly admitted herein, Defendant City lacks sufficient knowledge or
 19 information to form a belief as to the truth of all the allegations contained in
 20 paragraph 3 and on that basis denies each and every allegation contained in
 21 paragraph 3.

22 4. Answering paragraph 4 of the Complaint, Defendant City admits that it
 23 is a political subdivision of the State of California. Defendant City also admits that
 24 it is an employer who has employees as defined in 29 U.S.C. sections 203(d) and
 25 203(e)(2)(C). Except as expressly admitted herein, Defendant City lacks sufficient
 26 knowledge or information to form a belief as to the truth of all the allegations
 27 contained in paragraph 4 and on that basis denies each and every allegation
 28 contained in paragraph 4.

CLAIM FOR RELIEF

5. Answering paragraph 5 of the Complaint, Defendant City incorporates its responses to paragraphs 1-4, as though fully set forth herein.

6. Answering paragraph 6 of the Complaint, Defendant City denies, generally and specifically, each and every allegation contained in paragraph 6.

7. Answering paragraph 7 of the Complaint, Defendant City admits that Plaintiffs are rank and file employees. Except as expressly admitted herein, Defendant City denies, generally and specifically, each and every allegation contained in paragraph 7.

8. Answering paragraph 8 of the Complaint, Defendant City denies, generally and specifically, each and every allegation contained in paragraph 8.

9. Answering paragraph 9 of the Complaint, Defendant City denies, generally and specifically, each and every allegation contained in paragraph 9.

10. Answering paragraph 10 of the Complaint, paragraph 10 is entirely legal argument and/or statements of law and as such, Defendant City is not required to answer paragraph 10. To the extent any facts are alleged in paragraph 10, Defendant City denies, generally and specifically, all such facts.

11. Answering paragraph 11 of the Complaint, Defendant City denies, generally and specifically, each and every allegation contained in paragraph 11.

12. Answering paragraph 12 of the Complaint, Defendant City denies, generally and specifically, each and every allegation contained in paragraph 12.

13. Answering paragraph 13 of the Complaint, Defendant City denies, generally and specifically, each and every allegation contained in paragraph 13.

14. Answering paragraph 14 of the Complaint, Defendant City denies, generally and specifically, each and every allegation contained in paragraph 14.

15. Answering paragraph 15 of the Complaint, paragraph 15 is entirely legal argument and/or statements of law and as such, Defendant City is not required to answer paragraph 15. To the extent any facts are alleged in paragraph 15,

1 Defendant City denies, generally and specifically, all such facts.

2 16. Answering paragraph 16 of the Complaint, Defendant City denies,
3 generally and specifically, each and every allegation contained in paragraph 16.

4 17. Answering paragraph 17 of the Complaint, Defendant City denies,
5 generally and specifically, each and every allegation contained in paragraph 17.

6 18. Answering paragraph 18 of the Complaint, Defendant City denies,
7 generally and specifically, each and every allegation contained in paragraph 18.

8 19. Answering paragraph 19 of the Complaint, Defendant City denies,
9 generally and specifically, each and every allegation contained in paragraph 19.

10 **AFFIRMATIVE DEFENSES**

11 **FIRST AFFIRMATIVE DEFENSE**

12 **(White Collar and other Overtime Exemptions)**

13 Plaintiffs are barred from recovery to the extent they were exempt from the
14 overtime requirements of the FLSA under the highly compensated employee,
15 administrative, professional, executive, and/or computer exemptions, pursuant to 29
16 U.S.C. sections 13(a)(1) and 13(a)(17).

17 **SECOND AFFIRMATIVE DEFENSE**

18 **(Offset)**

19 Defendant City is entitled to offset and/or credit any compensation owed
20 under the FLSA by compensation paid in excess of the statutory minimums
21 pursuant to 29 U.S.C. section 207(h).

22 **THIRD AFFIRMATIVE DEFENSE**

23 **(Good Faith)**

24 Defendant City acted in good faith and had reasonable grounds for believing
25 its conduct was in compliance with the Fair Labor Standards Act, thereby
26 precluding any award of liquidated damages to Plaintiffs, pursuant to 29 U.S.C.
27 section 260.

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1 **FOURTH AFFIRMATIVE DEFENSE**

2 **(Statute of Limitations)**

3 Plaintiffs' claims are barred in whole or in part by the applicable statute of
4 limitations, and Plaintiffs are limited to at most a two-year statute of limitations as
5 any alleged violation was not willful, pursuant to 29 U.S.C. section 255(a).

6 **FIFTH AFFIRMATIVE DEFENSE**

7 **(De Minimis Time)**

8 Defendant City is not required to compensate Plaintiffs for time that is
9 insubstantial, insignificant, or *de minimis*.

10 **SIXTH AFFIRMATIVE DEFENSE**

11 **(Reliance on Written Interpretation)**

12 Plaintiffs' recovery is barred in whole or in part because Defendant City
13 adopted policies in conformity with and in reliance on written administrative
14 interpretation issued by the Administrator of the Wage and Hour Division of the
15 Department of Labor, pursuant to 29 U.S.C. 259.

16 **SEVENTH AFFIRMATIVE DEFENSE**

17 **(Relief from Liability for Preliminary and/or Postliminary Activities)**

18 Plaintiffs' recovery is barred to the extent Plaintiffs seek compensation for
19 preliminary to or postliminary to the principal activities Plaintiffs are required to
20 perform, pursuant to 29 U.S.C. section 254(a).

21 **EIGHTH AFFIRMATIVE DEFENSE**

22 **(Restriction on Activities Compensable under Contract or Custom)**

23 Plaintiffs' recovery is barred to the extent Plaintiffs seek compensation for
24 activities compensable by contract or custom, pursuant to 29 U.S.C. section 254(b)-
25 (c).

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NINTH AFFIRMATIVE DEFENSE

(Waiver)

Plaintiffs' claims are barred in whole or in part by the doctrine of waiver. During the course and scope of the activities described in the Complaint, and by their own acts, errors, and omissions, Plaintiffs have waived all claims.

TENTH AFFIRMATIVE DEFENSE

(Failure to State a Claim)

Plaintiffs have failed to state any claim upon which relief can be granted.

ELEVENTH AFFIRMATIVE DEFENSE

(Unclean Hands)

Plaintiffs' claims are barred in whole or in part by the doctrine of unclean hands. Among other things, Plaintiffs did not actually work the overtime hours reported to Defendant City. Plaintiffs' claims are further barred due to Plaintiffs' other acts and omissions, including but not limited to knowledge, acquiescence, consent, approval, ratification, participation and/or failure to notify Defendant City of the acts complained of in this action.

TWELFTH AFFIRMATIVE DEFENSE

(Laches)

Plaintiffs' claims are barred in whole or in part by the doctrine of laches. Plaintiffs have unreasonably delayed commencement of this action such that recovery, if any, should be barred or reduced according to proof at trial.

THIRTEENTH AFFIRMATIVE DEFENSE

(Failure to Exhaust Collective Bargaining Grievance Procedures)

Plaintiffs' claims are barred in whole or in part by Plaintiffs' failure to exhaust collective bargaining grievance procedures. To the extent Plaintiffs' claims address disputes within the scope of their memoranda of understanding (MOU), Plaintiffs must follow the grievance procedures of such agreements.

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FOURTEENTH AFFIRMATIVE DEFENSE

(Government Tort Claim)

Plaintiffs' claims are barred for failure to comply with the California Government Tort Claims Act.

FIFTEENTH AFFIRMATIVE DEFENSE

(Failure to Exhaust Administrative Remedies)

Plaintiffs' claims are barred for failure to exhaust any and all applicable administrative remedies.

SIXTEENTH AFFIRMATIVE DEFENSE

(Ratification)

Plaintiffs' claims are barred because Plaintiffs ratified and confirmed the transactions that are the subject of the Complaint.

SEVENTEENTH AFFIRMATIVE DEFENSE

(Mootness)

Plaintiffs' claims are barred in whole or in part because some or all of the allegations in the Complaint are moot.

EIGHTEENTH AFFIRMATIVE DEFENSE

(Failure to Mitigate)

Plaintiffs' claims are barred to the extent Plaintiffs failed to mitigate their damages.

NINETEENTH AFFIRMATIVE DEFENSE

(Actual/Constructive Knowledge)

Defendant City lacked actual and constructive knowledge of any underpayment of compensation to Plaintiffs as alleged in the Complaint.

TWENTIETH AFFIRMATIVE DEFENSE

(Suffer/Permit)

Defendant City did not suffer or permit, or otherwise authorize the acts or omissions alleged in Plaintiffs' Complaint.

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TWENTY-FIRST AFFIRMATIVE DEFENSE

(Uncertainty)

Plaintiffs' claims are barred because each cause of action, as pled, is uncertain.

TWENTY-SECOND AFFIRMATIVE DEFENSE

(Bona Fide Plan)

Defendant City has a "bona fide plan" for providing health insurance or other similar benefits for employees.

TWENTY-THIRD AFFIRMATIVE DEFENSE

(Estoppel)

Plaintiffs' recovery is barred in whole or in part by equitable estoppel. Plaintiffs should be estopped from asserting claims inconsistent with Plaintiffs' previous positions on the same issues.

PRAYER

WHEREFORE, Defendant City prays as follows:

1. That Plaintiffs take nothing by reason of the Complaint and that judgment be entered in favor of Defendant City;
2. That Defendant City be awarded costs of suit incurred in defense of this action;

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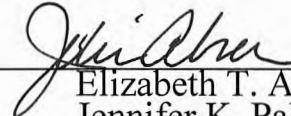
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- 1 3. That Defendant City be awarded reasonable attorney fees as may be
- 2 determined by the Court; and
- 3 4. Such other and proper relief as the Court deems just and proper.
- 4

5 Dated: February 1, 2019

LIEBERT CASSIDY WHITMORE

7 By:



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OF GUADALUPE

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